

**COLLECTIVE BARGAINING AGREEMENT**

Between

The State of New Hampshire

And

The New Hampshire Troopers Association

2005-2007

## PREAMBLE

### COLLECTIVE BARGAINING AGREEMENT

This Agreement is made and entered into between the NH Trooper's Association, hereinafter referred to as the "Association, and the Division of State Police, State of New Hampshire referred to as the "Employer," collectively referred to hereinafter as the "Parties." It is the intent and purpose of the Parties to this Agreement to promote and improve the efficient administration of the Division of State Police, State of New Hampshire, and the well-being of the classified employees within the meaning of New Hampshire Revised Statutes Annotated 273-A, to establish a basic understanding relative to personnel policy, practices, and procedures and matters affecting conditions of employment with respect to which the Employer is empowered to negotiate, and to provide a means of amicable discussions and adjustment of matters of mutual interest. In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby, agree as follows:

## ARTICLE I

### RECOGNITION AND UNIT DESCRIPTION

- 1.1. The Employer recognizes the Association, which shall serve as exclusive Representative of all classified employees in the bargaining unit. The Association recognizes the responsibility of representing the interest of all employees in the unit without discrimination for the purpose as set forth in this Agreement.
- 1.2. The Employer shall not enter into any agreements, regarding employment relations matters with any other organization or individual purporting to represent any group of employees in the bargaining unit, and shall not furnish any facilities or engage in any type of conduct, which would imply recognition of any group other than the Association as a representative of the employees in the unit.
- 1.3. Reference to the "Association" as exclusive representative of the employees means the state organization of New Hampshire Trooper's Association. The Employer shall have no obligation to bargain with and shall not bargain or enter into agreements with any committee, chapter or district organization of the Association in matters covered by this Agreement, unless such persons or bodies are specifically designated by the Association as authorized representatives for such purpose. Further references to the Association in the Agreement means the New Hampshire Trooper's Association.
- 1.4. Nothing in this section shall prevent the Employer from discussing matters of mutual concern with the employees of the Department.
- 1.5. The provision of this Agreement shall be applied equally to all employees in the bargaining unit in accordance with state and federal law.

## ARTICLE II

### MANAGEMENT PREROGATIVES

- 2.1. The Employer retains all rights to manage, direct and control its operations, subject to the provisions of law, personnel regulations and the provisions of this Agreement, to the extent that they are applicable. These rights shall include but not be limited.
  - 2.1.1. Directing and supervising employees.

- 2.1.2 Appointing, promoting, transferring, assigning, demoting, suspending, and discharging employees.
- 2.1.3 Laying off unnecessary employees due to lack of work, for budgetary reasons or for other like considerations.
- 2.1.4 Maintaining the efficiency of governmental operations.
- 2.1.5 Determining the means, methods and personnel by which such operations are to be conducted.
- 2.1.6 Taking whatever actions may be necessary to carry out the mission of the department in situations of emergency, the determination of such situations to be the prerogative of the Employer.
- 2.2 For purposes of this section "emergency" is defined as any conditions or situation out of the ordinary which requires immediate action to avoid danger to life, property, or to prevent losses affecting the Employer, the employee or the general public.

### ARTICLE III

#### ASSOCIATION RIGHTS

- 3.1 The Employer shall furnish reasonable space on bulletin boards for the use of the Association. The Association shall use this board for posting of notices pertaining to recreational and social activities, Association elections, reports of the Association, or its committees, Association meeting notices, legislative enactments, decisions of the Public Employee Labor Relations Board (PELRB), and judicial decisions affecting public employee labor relations. The Association shall not post any materials which are obscene, defamatory, or impair the operation of the Employer or which constitute partisan, political campaign material. Where the Employer finds material posted on the bulletin board to be objectionable as violative of the Agreement, it will consult with the Association or any representative. If such consultation doesn't resolve the Employer's objections, the Association shall promptly remove the material in question from the bulletin board. The matter will then be immediately referred to the grievance procedure for resolution.
- 3.2 The Employer shall furnish the Association with the names and business addresses of all permanent unit employees at least quarterly upon the request of the Association. The listing of permanent unit employees shall include the name, business address, labor grade and step, and shall indicate which employees are new unit employees.
  - 3.2.1 The Employer agrees to provide to the Association a tape, disk or other format for the administration of dues deductions.
- 3.3 The internal business of the Association shall be conducted by the employees during their non-duty hours.
  - 3.3.1 The New Hampshire Troopers Association shall be allowed to utilize the Department of Safety Courier Services during its' normal routine schedule, the State Police E-mail system, and the State Police facsimile machines for Association-related business. Distribution and receipt of information is the responsibility of the Association. The Division reserves the right to refuse to deliver or transmit information which is deemed inappropriate.
- 3.4 Association committee or chapters shall be allowed the use of facilities of the Employer for meetings providing that written approval of the Employer is secured subject to the following conditions.

- 3.4.1. Such Employer Facilities are available and their use for such meetings would not conflict with the Employer's business.
- 3.4.2. Such approval shall be subject to such other reasonable conditions as may be imposed by the Employer.
- 3.4.3. Such approval, if given, will be limited to members of the committee, bargaining unit employees, Association staff members, and guest.
- 3.4.4. Nothing in this provision shall be construed as a limitation of the rights of the Association, its chapters or committees to utilize the Employer's facilities that are otherwise available for the public use.
- 3.5. Representatives of the Association shall be allowed to visit work areas of employees during working hours and confer on conditions of employment to the extent that such visitations do not disrupt the work activities of the area being visited, Prior to entering the work area, the representative shall receive permission from the appropriate designees stating the reason(s) for the visitations.
- 3.6. The Association president shall be allowed a total of two hundred eight (208) hours off per year without loss of time, pay or vacation for the purpose of conducting business of the Association or attending meetings, conventions or conferences related to the business of the Association. Meetings called by the Employer or legislative appearances authorized pursuant to Article 21,13. shall not be subtracted from the two hundred eight (208) hours.
- 3.7. In addition to the leave provided for in 3.6., the Employer agrees to authorize four (4) days off, without loss of time or pay, for the Steward(s) to attend an Association training program. New Stewards of the contract shall receive three (3) days off. The Association shall notify the Employer not less than twenty (20) days in advance of such proposed training programs.
- 3.8. The Employer may grant union administrative leave to employees at the request of the Association in addition to the leave provided for in 3.6. and 3.7. Such requests shall be made to the Bureau of Employee Relations for approval.
- 3.9. The Association shall be allowed the use of a single payroll deduction for any group program(s) in addition to a dues deduction.
- 3.10. Employer orientation programs and/or orientation handbooks shall inform new employees that the Employer is a bargaining unit represented by the State Trooper's Association. The Employer agrees to distribute informational packets provided by the Association to new employees.

#### ARTICLE IV

##### CONSULTATION AND LABOR MANAGEMENT COMMITTEE

- 4.1. The Parties recognize their mutual obligation to meet and confer regarding problems arising out of the employment relationship.
- 4.2. It is agreed and understood that policies and procedures related to terms or conditions of employment are appropriate matters for consultation between the Parties, providing however, that neither Party waives or relinquishes their right to negotiate mandatory subjects of collective bargaining providing, however, that the Parties may mutually agree to discuss any subject matter not otherwise included in 4.2.

- 4.3. Consultation shall be requested by either Party in writing, stating the reason for the meeting and the agenda or topic of consultation. Consultation requests by the Association shall be made by the Director of the New Hampshire State Police by either the President or Vice President of the Association. The Director of the Division of State Police shall make consultation request by the Employer to the Association.
- 4.3.1. A mutually agreeable meeting date shall be established providing that such date shall be within fifteen (15) work days of receipt of the written notice. The time limit may be extended by agreement.
- 4.3.2. The Association shall be represented by not more than five (5) employees. The Association will state the names of the employees, if any, who are to attend the meeting. Representatives of the Employer shall meet with the Association representatives.
- 4.4. The Parties agree to establish a Labor Management Committee consisting of not more than four (4) representatives of the Employer and not more than four (4) representatives of the Association.
- 4.4.1. The Committee shall meet as frequently as may be necessary to carry out its purpose and responsibilities as set forth in this Agreement.
- 4.5. The purpose of the Committee shall be to ensure the application, clarification and administration of this Agreement.

## ARTICLE V

### DUES CHECK-OFF

- 5.1. The Association shall be entitled to have payroll deductions for membership dues from its members.
- 5.1.1. Any full-time employee who is not a member of the Association shall be required to pay a fee to the Association as a condition of employment. The fee shall not exceed an amount that represents a prorated share of the actual cost of representing bargaining unit members.
- 5.2. The Association shall be entitled to have payroll deductions for membership dues from any new member who indicates in writing that he/she wishes such deductions to be made.
- 5.3. When Association members vote for a change in Association dues which necessitates a modification of payroll deductions and the Association wishes to implement such modification, it shall furnish a certificate evidencing the authorizing vote to the Comptroller of the State of New Hampshire, together with a written request for the modification in payroll deductions. The certificate shall be signed and sworn to by the Secretary of the Association with Corporate Seal.
- 5.4. To the extent that action is necessary by the Employer to implement the dues deductions, the Employer shall make reasonable effort to insure that the payroll deductions are put into effect as soon as practicable.
- 5.5. Those employees who are members of the Association on the effective date of the Agreement shall be notified in writing by the Association that they must retain their membership throughout the period (term) of the Agreement, except that each member shall have the opportunity to withdraw for a fifteen-day period beginning on August 15, 2006. Each individual notice of withdrawal of membership shall be in writing and postmarked no later than August 30, 2006.

- 5.6. Membership application documents for employees who join the Association after the effective date of the Agreement shall contain a conspicuous notation that their commitment is effective for not less than the term of the Agreement.

## ARTICLE VI

### BASIC WORK PERIOD

- 6.1. The basic work period for bargaining unit employees, with due allowance for authorized holidays and leaves of absence with pay, shall be one hundred seventy-one (171) hours in a twenty eight (28) consecutive day period. The Employer shall retain the schedule(s) existing on the effective date of this agreement.
- 6.2. The Employer agrees to schedule unit employees for one hundred sixty (160) hours in the basic work period for which one hundred seventy one (171) hours of compensation shall be paid.
- 6.3. All hours worked beyond one hundred sixty (160) hours during any work period as defined in section 7. 1. shall be compensated, in addition to the one hundred seventy one (171) hours of compensation in 7.2. at one and one half (1 1/2) times the regular hourly rate. Travel time to and from in-state training shall not be considered hours worked. If the training is out-of-state, then travel time shall be considered hours worked,
- 6.4. The Employer may alter scheduled days off and the Employer may relieve a bargaining unit employee of duty during the employee's regularly scheduled shift hours for reasons of safety or effectiveness.

## ARTICLE VII

### OVERTIME

- 7.1. Employees shall be entitled to time and one-half of compensation for each hour of overtime worked.
- 7.2. The following provision constitutes the understanding of the parties with respect to defining "time worked" for the purpose of determining the number of hours required for overtime compensation eligibility.

"Hours worked" shall include all hours actually worked and all hours on approved leave status including bona fide meal periods, bona fide rest periods and absences due to a compensable worker's compensation injury except any time worked for which specific compensation provisions have been established elsewhere in the Agreement.

- 7.3. Employees called back to work without prior notice on the same day after once leaving work or before the next regular starting time, shall be guaranteed a minimum of not less than four (4) hours compensation.
- 7.4. Employees called back to work pursuant to 7.3. shall have the "hours worked" computed from portal to portal.
- 7.5. Standby:

Any employee who is required by the Employer to be available for immediate return to duty, under conditions which do not allow the employee reasonable use of the time waiting to be called back to duty for his or her own purposes, shall be deemed to be in standby status. Time in

standby status shall be considered time worked for regular compensation and overtime compensation purposes.

- 7.6. Any employee who is not on duty and is required by the Employer to appear in court or at an administrative hearing on behalf of the Employer shall be compensated for all hours worked at time and one-half the regular rate and shall be guaranteed a minimum of four (4) hours compensation. The employee shall be paid portal to portal. Witness fees paid to employees under these circumstances shall become the property of the Employer. Court/administrative hearings for employees who are not on duty shall only be compensated with a four (4) hour minimum when the minimum does not cover on duty hours.
- 7.7. Overtime pay will be paid in the pay period immediately following the pay period during which the overtime was worked.

## ARTICLE VIII

### TRAFFIC CONTROL DUTY

8. 1. Employees may work approved construction/overtime details on off-duty hours in accordance with Division policy. Employees shall be compensated at one and one half (1 1/2) times the rate of pay for a Trooper II at maximum step and shall be guaranteed a minimum of four (4) hours compensation with compensation for time worked beyond four (4) hours to be paid in increments of one half (1/2) hour.

## ARTICLE IX

### HOLIDAYS

- 9.1. If the calendar holiday falls on an employee's regularly scheduled day off, the employee shall receive pay for the day in an amount equal to the regular rate for eight (8) hours. If an Employee is required to work on a calendar holiday the Employee shall be paid eight (8) hours of compensation plus one and one-half (1 1/2) times the regular rate for all hours worked with a guaranteed minimum of eight (8) hours compensation for hours worked.
- 9.2. The following days are holidays:

|  |                        |
|--|------------------------|
| New Year's Day                           | Memorial Day           |
| Veteran's Day                            | Fourth of July         |
| Martin Luther King, Jr./Civil Rights Day | Labor Day              |
| Thanksgiving Day                         | Day after Thanksgiving |
| President's Day                          | Columbus Day           |
| Fast Day                                 | Christmas              |

## ARTICLE X

### ANNUAL LEAVE

- 10.1. Employees will be entitled to annual leave with full pay based on the formula given below. Each employee's entitlement shall be computed at the end of each completed month of service. Annual leave shall be cumulative for not more than the prescribed days and shall not lapse.

| Continuous<br>Years Worked | Days Accrued per |      | Maximum<br>Accrual |
|----------------------------|------------------|------|--------------------|
|                            | Month            | Year |                    |
| 0 thru 1                   | 1 day            | 12*  |                    |
| 2 thru 5                   | 1 1/4 days       | 15   | 32                 |
| 6 thru 10                  | 1 1/2 days       | 18   | 38                 |
| 11 thru 15                 | 1 3/4 days       | 21   | 44                 |
| 15 plus                    | 2 days           | 24   | 50                 |

1 1/4 days = 10 hours; 1 1/2 days = 12 hours  
1 3/4 days = 14 hours; 2 days = 16 hours

Employees in their first year of service accrue annual leave and may utilize any accrued annual leave as soon as it is accrued.

- 10.2. Should a conflict arise between two or more employees requesting the same period of time, the Employer shall, provided all other things are equal, use divisional longevity as the method of resolving the conflict.
- 10.3. Leave requests will be accepted by the Employer at reasonable times. The Employer agrees to provide copies of leave requests to the requesting employee. Additionally, employees shall be notified as to the approval or denial of their leave request within three days. Annual leave will be granted by the Employer at such times as, in the opinion of the Employer, will least interfere with the efficient operation of the Division. However, every reasonable effort will be made to accommodate the employee's request. To the extent possible, every employee will be afforded the opportunity to take two consecutive weeks of accumulated leave, at least once per calendar year. The Employer may direct employees to take at least one full calendar week of annual leave in a calendar year.
  - 10.3.1 Once an employee's annual leave has been approved, his/her leave shall not be canceled or modified for any reason, except with mutual agreement, or in the case of an emergency as defined by section 2.2. Employees whose annual leave has been cancelled in the case of an emergency shall have those hours worked compensated at one and one-half (1 1/2) times the regular rate.
  - 10.3.2. Nothing contained in this section or under the terms of the application for leave shall be construed as preventing the employer from granting requested leave without a three day notice; and further provided that an employee shall be granted leave on an emergency basis due to unforeseen circumstances. Verification of the emergency may be required by the Employer.
- 10.4. Upon resignation, retirement, or dismissal of any employee, he/she shall receive a sum equal to the number of days of annual leave remaining to his/her credit, provided that any or all amounts may be applied to offset any amounts owed the state by the employee. In the event of death of an employee while in the bargaining unit, a sum equal to the number of days annual leave remaining shall be paid to his/her credit.
- 10.5. Any employee who changes to another state agency without a break in service, shall at the time of said change have transferred all accumulated leave to his/her credit.
- 10.6. All accumulated leave time earned by an employee shall be calculated and reported to each employee twice a year in January and July of each year, provided further that an employee may request at reasonable times an update of his/her annual leave accumulation status.
- 10.7. Employees shall not be unreasonably denied time off without loss of pay or leave for the purpose of making blood donations.

- 10.8. In the event that an employee is to be on annual leave for not less than two (2) calendar weeks, the employee, upon a request made at least two (2) weeks prior to his/her last work day, shall be afforded the opportunity to have his/her next regularly scheduled pay check forwarded in accordance with his/her wishes.
- 10.9. Any employee who requests a leave of absence without pay shall not be required to utilize and exhaust his/her annual leave prior to being granted such leave of absence.

ARTICLE XI

SICK LEAVE

- 11.1. Full-time employees in the bargaining unit will be entitled to accrue sick leave in accordance with the formula given below. The purpose of sick leave is to afford employees protection against lost income for absences due to illness or injury and, in particular long-term disability due to catastrophic illness or injury. Sick leave is not intended to supplement other leave provisions of this Agreement and is intended to be used only for the purpose set forth herein. Sick leave shall be computed at the end of each completed month of service. Sick leave shall be cumulative for not more than the prescribed days and shall not lapse.

| Continuous<br>Years Worked | Accrued/<br>Month | Years/Max. |
|----------------------------|-------------------|------------|
| 0 thru 8                   | 1 1/4 days        | 15/90      |
| 9 thru 15                  | 1 1/4 days        | 15/105     |
| 16 plus                    | 1 1/4 days        | 15/120     |

1 1/4 days = 10 hours

Employees in their first six (6) months of service accrue sick leave and may use accrued sick leave as soon as it accrued.

- 11.1.1. For purpose of utilization, sick leave shall be converted to hours.
- 11.1.2. Upon retirement under the provision of RSA 100-A:5 and PSA 100-A:6 only, or upon eligibility under RSA 100-A:5 but electing to receive a lump sum in lieu of an annuity, an employee shall receive payment in a sum equal to 41.7% of the number of sick leave days remaining to the employee's credit to a maximum of fifty (50) days.
- 11.1.3. Upon retirement under RSA 100-A:5 or 6 or termination as a result of a mandated reduction in force, an employee shall receive payment in a sum equal to 41.7% of the number of sick leave days remaining to the employee's credit to a maximum of fifty (50) days.
- 11.1.4. Bonus leave days accrued by employees pursuant to the provisions of Article XI of previous collective bargaining agreements prior to July 1, 1997 shall not lapse and shall be administered in accordance with the provisions of Section 10.3. or paid for in accordance with the provisions of Section 10.4.
- 11.2. An employee may utilize his/her sick leave allowance for absences due to illness, injury, or exposure to contagious diseases endangering the health of other employees when requested by the attending physician, medical and dental appointments with prior approval, or death in the employee's immediate family and shall be deducted from his/her allowance on the basis of workdays and not calendar days. An employee may utilize sick leave for the purpose of providing in-home care to an ill or injured dependent. Leave for the purpose of providing companionship, supervision, transportation, day care and reasons other than the provision of in

home care by the employee may be requested from the employee's available balance of annual or bonus leave.

- 11.2.1. An employee may utilize up to four (4) days sick leave for a death in the employee's immediate family.
- 11.2.2. For the purpose of administering this provision, immediate family shall be defined as: wife, husband, children, mother-in-law, father-in-law, parents, step-parents, step-children, step-brother, step-sister, grandparents, grandchildren, brothers, sisters, legal guardian, daughter-in-law, and son-in-law. Dependent shall be defined as: a person residing in the employee's household who may be legally claimed as a dependent for tax purposes.
- 11.3. To utilize his/her sick leave allowance, the employee must file a written application with the Employer specifying the basis for the request. Employees shall be notified as to the approval or denial of their leave requests within a reasonable period of time,
- 11.4. An employee may be required by the Employer to furnish the Employer with a certificate from the attending physician or other licensed health care practitioner when, for reasonable cause, the Employer believes that the employee's use of sick leave does not conform to the reasons and requirements for sick leave use set forth in this Agreement. Such certificate shall contain statement that in the practitioners professional judgment sick leave is necessary. In addition, the Employer may, at state expense, have an independent physician examine one of his/her employees who, in the opinion of the Employer, may not be entitled to sick leave. The time related to such examination shall not be charged to the employee's leave.
- 11.5. Upon the resignation or dismissal of any employee the number of days of sick leave remaining to his/her credit shall lapse. In the event of death of any employee while in the state classified services, a sum equal to the number of days sick leave remaining shall be paid to his/her estate.
- 11.6. Any employee who changes to another state agency, without a break in service, shall at the time of said change have transferred all accumulated leave to his/her credit.
- 11.7. Whenever a former employee, who has been separated from the bargaining unit by a reduction in force formula, or for reasons without prejudice but for the convenience of the state, is reinstated within three years, the previously accumulated and unused balance of his/her sick leave allowance shall be revived and placed to his/her credit.
- 11.8. All accumulated sick leave time earned by an employee shall be calculated and reported to each employee twice per year in January and July of each year, provided further that an employee might request at reasonable time an update of his/her sick leave accumulation status.
- 11.9. The Employer and the Association shall appoint two (2) persons each to a committee to establish a sick leave bank for unit employees by June 30, 1997.

## ARTICLE XII

### ASSOCIATION REPRESENTATION

- 12.1. The Employer agrees that the Association shall have seven (7) Stewards with the following placement:

|    |                            |           |
|----|----------------------------|-----------|
| #1 | Troop A, geographical area | 1 Steward |
| #2 | Troop B, geographical area | 1 Steward |
| #3 | Troop C, geographical area | 1 Steward |
| #4 | Troop D, geographical area | 1 Steward |

|    |                            |           |
|----|----------------------------|-----------|
| #5 | Troop E, geographical area | 1 Steward |
| #6 | Troop F, geographical area | 1 Steward |
| #7 | Headquarters               | 1 Steward |
| #8 | Bureau of Enforcement      | 1 Steward |

The Employer agrees that any time a new geographical area is created or revised that a new Steward shall be appointed by the Association for the new designated area.

- 12.2. The Employer agrees there shall be no discrimination against any Steward because of his or her duties as an Association official or member. The Association shall furnish the Employer a list of the Stewards representing the agency and keep the list current.
- 12.3. The Employer shall authorize a reasonable amount of time during the regular working hours without loss of the time or pay, to permit the Steward to carry out their responsibilities in accordance with the provisions of this Agreement. The Association agrees that it shall guard against the use of excessive time in handling such responsibilities. Each Steward, before leaving his/her assigned work area to transact appropriate Association business, shall first obtain the consent (which consent shall not be unreasonably withheld) of his/her immediate supervisor; upon entering a work area, other than their own, the Steward shall first advise the appropriate supervisor of his/her presence and specify the name(s) of the employee(s) to be contacted.
- 12.4. Whenever an employee who is a Steward finds that he/she also is the "supervisor" in a grievance procedure, it is agreed that another authorized Steward shall function in that particular grievance.

### ARTICLE XIII

#### SAFETY AND HEALTH PROTECTION

- 13.1. It is mutually agreed that the prevention of accidents and injuries to state employees will result in greater efficiency of operations of state government. Toward this end, the employer shall make every reasonable effort to provide and maintain safe and healthy working conditions and the Association shall fully cooperate by encouraging employees to perform their assigned tasks in a safe manner.
- 13.2. A Safety Committee composed of Association members representing management within the bargaining unit shall be established. The purpose of the committee shall be to develop programs of safety education, health protection and reasonable standards for compliance by both Employer and employee. Voluntary compliance will be sought initially to reduce injuries and lost workdays.
  - 13.2.1. The Safety Committee shall meet at the call of either the Employer or the Association, within ten (10) days.
- 13.3. The Employer agrees to maintain first aid kits located in secure but readily accessible areas. All on-the-job injuries, regardless of seriousness, shall be reported to the Supervisor. The names and telephone numbers of emergency services, e.g., police, fire, licensed ambulance services and the poison control center at Mary Hitchcock Hospital shall be posted on official bulletin boards.
- 13.4. Employees shall be allowed reasonable time off from their duties without loss of time or pay in order to participate in inoculations or diagnostic clinics which are sponsored for public employees or authorized by the Division of Public Health. Such time off must be approved by the immediate supervisor and not be unreasonably denied.

- 13.5. The Safety Committee shall ascertain the desirability and/or necessity of providing physical and ophthalmological examinations, immunization or other diagnostic screening of selected occupations.
- 13.6. The Employer may authorize reasonable time off for safety committee members to attend safety and health seminars and training sessions.
- 13.7. The Safety Committee shall investigate the feasibility of the establishment of employee assistance, comprehensive health and lifestyle programs and affect their implementation to the full extent found to be feasible.
- 13.8. The Safety Committee shall establish guidelines that will insure the proper training for all employees who use unique or specialized equipment.
- 13.9. The following areas shall be addressed for the purpose of establishing guidelines, implementing programs and/or providing equipment.

- Protective clothing
- Safety equipment
- Fire prevention equipment
- First aid kits and training
- Self defense guidelines
- Number of employees in selected situations
- Work site hazards

Other areas of health and safety are subjects of concern for the Safety Committee.

- 13.10. The Safety Committee shall have equal numbers from management and labor. The Association shall appoint labor representatives.
- 13.11. The Employer shall provide within 30 days a written response to there commendations of the Safety Committee which indicates acceptance or rejection of the recommendations and the reasons therefore. An extension of 30 days is permitted upon written notification to the Safety Committee. Unresolved issues shall be grievable under Article XVI. Any grievance shall start with step III of the grievance procedure.

## ARTICLE XIV

### GRIEVANCE PROCEDURE

- 14.1. The purpose of this Article is to provide a mutually acceptable procedure for adjusting grievances and disputes arising with respect to interpretation or application of any provision of this Agreement.
  - 14.1.1. It is intended that the procedure provided herein shall facilitate the resolution of any such disputes at the lowest possible level, and the Employer and the Association agree to work together towards this end. Nothing in this Article shall be interpreted as preventing or discouraging any employee from discussing any disputed matter in an informed and informal manner with the immediate supervisor or the Employer. Such discussion will not, however, interfere with the right to seek resolution of the dispute through the grievance procedure provided herein.
  - 14.1.2. The Steward, when requested by one or a number of employees whom he/she represents, may investigate the basis for any dispute arising under this Agreement and may, at any stage, assist

the employee(s) in seeking resolution of such dispute through the grievance procedure provided herein. A representative of the Association may substitute in place of the Steward.

- 14.1.3. Any employee having problems concerning the interpretation or application of any provision of this Agreement shall seek adjustment in the step order listed below. There shall not be less than two or more than five adjustment steps.
- 14.1.4. All time limits set herein may by mutual agreement between the grievant and the Employer be extended.
- 14.1.5. Nothing in this Article shall be construed as an abrogation of the right of an employee to present a grievance without the intervention of the exclusive representative in accordance with RSA 273- A: 11(a).
- 14.1.6. In any case the rights of the Association, as opposed to rights of members, are affected, the Association may file a grievance in its own name through any of its agents or officers.
- 14.1.7. A grievance shall be filed within fifteen (15) work days of the time the grievant knew or should have known of the alleged violation.
- 14.1.8. A grievance initiated by the Employer against the Association or its members shall be filed directly with the President of the Association and shall be considered a Step II appeal.
- 14.1.9. A copy of all grievances, which have been reduced to writing, shall be forwarded to the Bureau of Employee Relations and to the offices of the Association.
- 14.2. STEP I - Employee and Immediate Supervisor.
  - 14.2.1. The employee and/or his/her Steward shall present to his/her supervisor all the facts pertaining to the dispute.
  - 14.2.2. The immediate supervisor shall resolve the dispute at once or notify the employee or his/her representative of the decision within five (5) working days from the date the problem was presented to him/her.
- 14.3. STEP II - Employee and Intermediate Supervisor.
  - 14.3.1. If subsequent to the immediate supervisor's decision, the employee and/or his/her Steward feels further review is justified, notification to that effect and a statement of all the facts pertaining to the problem, specifying the Article(s) and Sections(s) which have been allegedly violated shall be made in writing to the immediate supervisor, as well as the immediate supervisor, within ten (10) working days from the day the employee was informed of the immediate supervisor's decision.
  - 14.3.2. The intermediate supervisor shall schedule a meeting with those concerned as soon as practicable after receipt of the written notification of appeal. Such meeting shall be scheduled within ten (10) working days.
  - 14.3.3. The intermediate supervisor shall notify in writing the employee of his/her representative and his/her immediate supervisor of the decision reached within five (5) working days after the meeting.
- 14.4. STEP III - Employee and Director
  - 14.4.1. If, subsequent to receipt of the intermediate supervisor's decision, the employee and his/her Steward feels that further review is justified, notification to that effect and statement of all the

facts pertaining to the problem, specifying the Article(s) and Section(s) which have been allegedly violated, and shall be made in writing to the Director of the Division of State Police within ten (10) working days from the day the employee was informed of the decision reached.

- 14.4.2. The Director or his/her designated representative shall schedule a meeting with those concerned as soon as practicable after receipt of the written notification of appeal. Absent exigent circumstances, such meeting shall be scheduled within twenty (20) working days.
- 14.4.3. The Director or his/her designated representative shall notify in writing the employee or the Steward and the supervisors concerned of the decision reached and reasons therefore within fifteen (15) working days after the meeting.
- 14.5 STEP IV - Public Employees Labor Relations Board
  - 14.5.1. If subsequent to the Director's decision the Association feels that further review is justified an unfair labor practice complaint may be submitted to the Public Employees Labor Relations Board. A copy of the complaint must be sent to the Employer at the same time. The decision of the Public Employees Labor Relations Board shall be final and binding.
- 14.6. Any resolution shall not be inconsistent with the terms of this Agreement.
  - 14.6.1. Failure on the part of the supervisor or Director to comply with the time limit requirement of this Article shall elevate a grievance to the next step unless the Parties have agreed to extend the time limit requirement.

## ARTICLE XV

### SEPARABILITY

- 15. 1. In the event that any provision of this Agreement at any time after execution shall be declared to be invalid by any court of competent jurisdiction, or abrogated by law, such decision or law shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not thereby invalidated shall remain in full force and effect.

## ARTICLE XVI

### EMPLOYEE RECORDS

- 16.1. All employees shall be allowed access to their personnel files and records during normal working hours for inspection and/or copies of documents which will be provided by the Employer. Such inspection shall be made subject to prior arrangement with the Employer.
  - 16.1.1. An employee shall be provided with a copy of letters of complaint by a third party and letters of commendation at the same time such letters are placed in the personnel file.
  - 16.1.2. If requested, upon termination an employee will be advised of any recommendation for rehire which has been made a part of that employee's record.
- 16.2. Every employee shall be informed as to the existence and location of all personnel files. A personnel file shall be defined as any file kept by a supervisor or custodian of official records that relate directly in any way to an employee's status as an employee.

- 16.3. An employee who is not selected after applying for a posted position shall be informed in writing of his/her non-selection and, if requested, the reason therefore within a reasonable period of time.
- 16.4. All records pertaining to time worked, overtime, compensatory, sick leave and annual leave shall be maintained and be available for inspection at a designated area.
- 16.5. An employee who is the subject of a disciplinary investigation shall be informed when the disciplinary investigation is complete and of the determination of the investigation.
- 16.6. All employees shall be notified in writing of any changes in his/her job specifications and duties upon receipt of said changes from the Division of Personnel, and/or from directives from the Director or his/her designated representative.

## ARTICLE XVII

### NOTICES

- 17.1. Whenever a written legal notice is required to be given by the State to the Association, such notice shall be given to the state organization of the New Hampshire Troopers Association with offices in Concord, New Hampshire.
- 17.2. Whenever written legal notice is required to be given by the Association to the Employer such notice shall be given to the Director of State Police.

## ARTICLE XVIII

### WAIVER

- 18.1. Waiver by either Party of the other's non-performance or violations of any term or condition of this Agreement shall not constitute a waiver of any other nonperformance or violation of any other term or conditions of this Agreement, or of the same nonperformance or violation in the future.

## ARTICLE XIX

### WAGES AND BENEFITS

- 19.1. Employees shall be provided all the rights and benefits to which they are entitled by law and this Agreement.
- 19.2. The parties agree to implement an eight step by thirty-five grade salary schedule effective December 28, 2001. Movement to additional steps beyond those assigned effective 12/28/01 shall require successful completion of one additional year of employment at Step 01, 02, 03 or 04; successful completion of two years of additional employment at Step 05 or 06; and, successful completion of three additional years of employment at Step 07.
  - 19.2.1 All full-time classified unit employees shall receive a one-time payment of five hundred dollars (\$500.00) on July 1, 2005.

- 19.2.2. All salaries for classified unit employees shall increase by three and one-half percent (3 ½ %) on January 6, 2006 and shall be paid in accordance with the salary schedule contained in Attachment A.
- 19.2.3. All salaries for classified unit employees shall increase by four percent (4 %) on July 7, 2006 and shall be paid in accordance with the salary schedule contained in Attachment B.
- 19.3. Payroll checks shall include as required information, a clear designation as to the amount and category, e.g., regular, overtime or holiday pay, or compensation for which payment is being made and sequence number of extra duty details.
  - 19.3.1. The Employer agrees to make available to employees, to the extent that banking institutions cooperate, direct deposit of payroll checks.
  - 19.3.2. Any applicable compensation for overtime and holidays shall be paid in conjunction with the employee's regular paycheck for the period in which such work was performed.
  - 19.3.3. The Employer shall make every reasonable effort to provide a check stub breakdown of information on hours worked in every pay category and, all individual leave accruals (annual, sick, bonus, holiday).
- 19.4. Reimbursement for travel and meals shall conform to regulations established by the Department of Administrative Services with the approval of the Governor and Executive Council and to the terms of this Agreement.

The Employer agrees to reimburse an employee for valid travel expenses within fifteen (15) working days of the date the employee submits to the Employer a properly completed travel expense voucher. The employer agrees to treat travel reimbursement requests with the same priority as payroll. An employee may request an advance for anticipated travel expenses for approval by the Governor and Executive Council.

- 19.4.1. The Employer agrees to reimburse employees actively engaged in field training officers for meals. These field training officers must be working with trainees on the date(s) they are seeking reimbursement. Field training officers are limited to one meal per scheduled shift.
- 19.4.2. The Parties agree that employees who are required to use their private vehicles for State business shall be reimbursed for all miles incurred at the maximum rate then allowable by the U.S. Internal Revenue Service for the first mile of travel. The Parties further agree that changes in the mileage reimbursement rate, as a result of U.S. Internal Revenue Service action, shall be made prospectively. The Parties further agree that an employee shall record mileage incurred on State business from the odometer readings on his/her vehicle and the Employer shall reimburse for all reasonable travel incurred. In no instance, however, shall the Employer reimburse for travel incurred from an employee's home to or through the site of his/her official headquarters, or vice versa, unless such reimbursement is specifically authorized by this Agreement.
- 19.4.3. Employees shall be reimbursed for meals when traveling on State business in accordance with the following conditions and schedule:
  - a. In-State Travel: When associated with necessary overnight stay, employees shall be reimbursed up to the following amounts without a receipt.

|           |         |
|-----------|---------|
| Breakfast | \$ 5.00 |
| Lunch     | \$ 8.00 |
| Dinner    | \$15.00 |

Employees shall be reimbursed for the actual reasonable cost of breakfast, lunch and/or dinner upon presentation of a receipt.

- b. Out-of-State Travel: When associated with State business, employees shall be reimbursed up to the following amounts without a receipt.

|           |         |
|-----------|---------|
| Breakfast | \$ 7.00 |
| Lunch     | \$10.00 |
| Dinner    | \$18.00 |

Employees shall be reimbursed for the actual reasonable cost of breakfast, lunch and/or dinner upon presentation of a receipt.

- c. The Employer may also authorize meal reimbursement for an employee who is required or who requests to attend an official function, banquet, dinner or meeting provided that authorization is given in advance and in writing. The Employer shall not require an employee to attend if reimbursement is not authorized. This section does not apply to meetings called by during normal working days.
- 19.4.4. The Employer agrees to reimburse employees for necessary lodging expenses incurred while on State business in accordance with regulations established by the Department of Administrative Services with the approval of the Governor and Executive Council.
  - 19.4.5. Upon request, any employee shall be provided with access to all travel regulations and any changes promulgated thereto.
  - 19.5. All employees shall receive portal-to-portal mileage reimbursement when on a call back.
  - 19.6. If the Employer, requires an employee, to wear a uniform, such uniform shall be issued to the employee subject to the approval of and an appropriation by the legislature,
    - 19.6.1. Detectives shall receive an annual clothing allowance of five hundred dollars (\$500).
    - 19.6.2. The employer shall pay cleaning expenses for civilian clothing worn on duty in accordance with Division policy.
    - 19.6.3. The Employer shall not charge the employee for the repair/replacement of any issued equipment if loss or damage occurred in the normal performance of the employee's assigned duty.
    - 19.6.4. The Employer shall issue to all left-handed law enforcement employees' left-handed holsters, Sam browne belts, and other left-handed oriented gear.
  - 19.7. Each employee shall have available to him/her all rules, regulations and directives relative to the Division. In addition, the Employer shall furnish the Association with 50 copies of the Rules of the Division of Personnel for internal distribution.
  - 19.8. The Employer shall make available to employees and their dependents a Network health benefit plan and a Point-of-Service (POS) health benefit plan. An employee's eligibility and opportunity to elect available health care options shall be in accordance with the enrollment conditions of the respective plans.

The Association acknowledges that the Network plan and POS plan provider(s) shall be chosen by the Employer, and that the election by any employee(s) to participate in either plan shall not entitle said employee(s) to any further benefits not expressly provided for by this Agreement.

The level of benefits, cost-sharing, dependent coverage and Employer premium contributions of the Network and POS health plans offered under this provision shall be in accordance with the following provisions and with the specifications for a competitive bid.

a. Except as provided in subparagraph (2) of this section, the Employer shall pay the full premium or premium equivalent cost for single, two person and family coverage under the Network plan.

1. Beginning July 1, 2005, the Employer shall pay that portion of the premium or premium equivalent cost for single, two-person and family coverage under the POS plan that does not exceed the sum of: (1) the premium or premium equivalent cost for the corresponding coverage under the Network plan, and (2) 50% of the amount by which the premium or premium equivalent cost of the POS plan exceeds the cost for the corresponding coverage under the Network plan. Beginning July 1, 2007, the Employer shall pay that portion of the premium or premium equivalent cost for single, two-person and family coverage under the POS plan that does not exceed the premium or premium equivalent cost for the corresponding coverage under the Network plan. The premium or premium equivalent cost for the Network plan and the POS plan will be developed by the Employer using the same actuarial assumptions regarding morbidity of covered persons.
2. Employees with no full-time state service prior to July 1, 2005 who are hired on or after July 1, 2005 and who enroll in either the Network or the POS plan and opt for two person or family coverage shall be responsible for 10% of the Employer's cost of coverage of non-employees. If 'a' is defined as the full premium or premium equivalent cost under the Network or POS plans for two-person or family coverage, 'b' is defined as the cost of employee-only coverage under the corresponding plan type, and 'c' is defined as the amount, if any, for which the employee is responsible under the cost-sharing requirement in subparagraph (1) of this section, then the employer's cost of coverage of non-employees shall be calculated as follows: a-b-c.

b. The Network plan design shall be as described in Appendix C. Additional benefits, terms of coverage, exclusions and limitations not described in and not inconsistent with Appendix C shall be comparable to those set out in the Summary Plan Description for active state employees in effect as of June 30, 2005.

c. The POS plan design shall be as described in Appendix D. Additional benefits, terms of coverage, exclusions and limitations not described in and not inconsistent with Appendix D shall be comparable to those set out in the Summary Plan Description for active state employees in effect as of June 30, 2005.

- 19.9. Effective January 1, 2006, employees shall be provided with group term insurance of at least \$20,000.
- 19.10. The employer shall make a reasonable attempt to provide parking for employees.
- 19.11. Any employee who has completed ten (10) years of continuous service shall be paid, in addition to his/her normal salary, the sum of \$300.00 annually and an additional \$300.00 for each additional five years of continuous service. An employee shall be eligible to receive this payment if his/her anniversary date is on or before December 1. The longevity payment shall be paid in the employee's first paycheck received in December. An employee who retires or terminates prior to December 1, but after his/her anniversary date, which is on or after December 2, will be entitled to the appropriate longevity payment upon retirement or termination.
- 19.12. Longevity payment shall be made in a separate check from their regular payroll check.

- 19.13. Employees and their dependents shall be provided with dental benefits, which shall be paid in full by the Employer. The level of benefits shall be as described in Appendix E. Additional benefits, terms of coverage, exclusions and limitations not described in and not inconsistent with Appendix E shall be comparable to those set out in the Dental Plan Description for active state employees in effect as of June 30, 2005.
- 19.14. The employer agrees that when an employee is required to move his/her residence for the "good of the state" after he/she has been permanently assigned, the actual moving expenses shall be borne by the Employer, in accordance with the Department of Administrative Services Manual of Procedure. Employees involved in voluntary moves or moves necessitated by promotion are liable for their own moving expenses.
- 19.15. Any employee who has five (5) or more years of continuous service shall continue to have paid benefits as provided by 2 1.8 while on an authorized leave of absence without pay due to a non job related illness or injury for a period not to exceed six months. The employee shall be informed that he/she may purchase the same coverage at group rates for up to 39 weeks at the end of the six-month period if circumstances warrant. The spouse and dependents of a deceased employee shall be entitled to an additional month of medical coverage at State expense.
- 19.16. Any employee shall be entitled to a fifty-percent (50%) discount on the admission price of any State-owned recreational area. Employees must abide by the established discount rules and regulations to obtain the discount.
- 19.17. Any bargaining unit employee who is assigned to the narcotics investigation unit, to the special investigation unit, to the major crime unit, as a troop detective, or to the executive security unit shall receive a differential equivalent to a two grade increase for all hours worked during the period of the assignment.
- 19.18. Any State Police Sergeant who performs the duties of Assistant Troop Commander or Assistant Unit Commander shall receive a differential equivalent to a one grade increase for all hours worked during the period of the assignment.
- 19.19. In recognition of the diverse nature of the job duties of bargaining unit members, each bargaining unit member shall receive a payment above base wages in the amount of twenty-five (25) dollars per week. Bargaining unit members shall be entitled to receive this payment until such time as their labor grade assignments are adjusted upward to reflect this recognition.

## ARTICLE XX

### TRAINING AND EDUCATION

- 20.1. Each employee who is selected and authorized by the Employer to participate in any organized training, retraining or staff development program offered by the State during on-duty hours, will be reimbursed for expenses incidental to such training.
- 20.2. The Employer shall allow any employee to take the minimum number of benefits earned through Veterans' Benefits for educational purposes, provided the benefits involved can be exercised on the employee's own time. The Employer shall not deprive any employee from their earned Veterans' Benefits at any time for any reason.
- 20.3. Upon written request and approved by the Director, employees will be allowed to attend education courses on duty status.
- 20.4. The Employer shall allow, when practical, for an employee to make adjustments in his/her work schedules to complete previously approved job-related courses.

- 20.5. Any full-time unit employee who has completed one year of continuous full-time services shall be entitled to a fifty percent (50%) discount on the tuition of up to three (3) credit bearing courses per fiscal year (limited to one course per semester), on a space available basis, at any of the state regional community technical colleges.
- a. Courses, for the purpose of registration, will be made available three (3) days prior to the start of classes.
  - b. The institution offering the course may, at its discretion, cancel the course.
  - c. The institution offering the course shall be the sole determining agent as to whether or not space is available.
  - d. Decisions regarding the availability of space, course cancellations and other administrative decisions are not grievable.
  - e. When the Employer is making payment for a course the person(s) other than the employee, or, a course is taken on other than a space available basis available basis, there will be no discount in the tuition.
  - f. An employee is not eligible for this benefit in a semester in which he/she has withdrawn from a credit-bearing course.
  - g. This provision shall remain in effect only for the biennium ending June 30, 2007, and nothing in this agreement implies a commitment to continue this discount beyond June 30, 2007.

## ARTICLE XXI

### MISCELLANEOUS

- 21.1. The Division shall maintain a written policy defining when a sworn member of the Division shall be available for recall.
- 21.2. An employee shall be allowed to have unlisted telephone numbers at his/her own discretion without the prior approval of the Director of any of his/her designated representatives with the stipulation that the number be listed at troop headquarters and headquarters in Concord.
- 21.3. The president of the New Hampshire Troopers Association shall be allowed to submit, in writing, topics of employee concerns to the Commissioner and Director of State Police.
- 21.4. The Division of State Police will provide each communication job site with updated Sop's Job Specifications will be made available to employees on request.
- 21.5. All promotional and non-promotional permanent trop assignments and non-promotional permanent assignments and any other vacant positions shall be posted throughout the Division for a minimum of five days.
- 21.6. Any employee who is to complete his/her probationary period shall be notified in writing of the fact 30 days prior to the completion date and the Employer shall make every reasonable effort to inform the employee of his/her assignment at that time.
- 21.7. Any employee may live within a town within a patrol area to which she/he is assigned or within a reasonable distance from his/her assigned patrol area.

- 21.8. Each troop station shall make every effort to post, on its bulletin board, a copy of course offerings by Police Standards and Training.
- 21.9. The Employer shall continue its policy to permit outside employment by members, subject to such limitations and requirements as the Division may deem necessary for the best interest of the State.
- 21.10. Any employee may grow and maintain a mustache if he so desires, so long as such mustache is kept neat and trimmed.
- 21.11. The Employer agrees to keep one current roster of all State Police personnel who have a current license in alcohol concentration testing and accident reconstruction training. This list shall be maintained at Headquarters Communications Unit at the Hayes Building.
- 21.12. The Commissioner of Safety or his/her designee agrees to meet and consult at least twice a year with a three-member committee appointed by the president of the New Hampshire Troopers Association for the purpose of discussing all equipment issue and re-issue.
- 21.12.1. The President of the New Hampshire Troopers Association, or his designee, shall be allowed, while on duty, to attend New Hampshire legislative hearings on matters which affect the Association or its' memberships. Such authorization shall not be unreasonably denied.

ARTICLE XXII

DURATION AND REOPENING

- 22.1. This Agreement as executed by the Parties is effective on the date of execution unless otherwise indicated and shall remain in full force and effect through June 30, 2007, or until such time as a new Agreement is executed.
- 22.2. Renegotiation of this Agreement will be effected by written notice by one party to the other not later than October 18, 2006, or earlier by mutual agreement. Negotiations shall commence within fifteen (15) days after the receipt of such notice.
- 22.3. The Parties shall seek to reach agreement relative to the appointment of a mediator not later than the sixtieth (60) day preceding the budget submission date. The Parties shall seek to reach agreement relative to the appointment of a fact finder not later than the forty-fifth (45) day preceding the budget submission date. The parties shall consider but not be limited to the service of the Federal Mediation and Conciliation Service and the American Arbitration Association for a mediator and fact finder respectively. If the parties fail to reach an agreement on the choice of a mediator or fact finder, the PELRB shall be petitioned under the provisions of 273-A.: 12.

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this contract on the \_\_\_\_\_ day of \_\_\_\_\_ 2005.

NEW HAMPSHIRE TROOPERS  
ASSOCIATION

STATE OF NEW HAMPSHIRE

By: \_\_\_\_\_  
John Lynch, Governor  
State of New Hampshire

By: \_\_\_\_\_  
Louis A. Copponi, President  
NH Troopers Association